

The Garden Acres Townhomes South Condominium Association

1865 N. Terry Street #1-15, Longmont, CO 80501

RULES AND REGULATIONS

April 2022

Property Management Company:

PMP Realty LLC.

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Welcome to Garden Acres Townhome South Condominiums. The following rules and regulations have been compiled from our governing documents and adopted by the Board of Directors for the benefit of our community. Your cooperation in following these rules will make our community one that we can all enjoy while ensuring that the value of our community and your investment is upheld. These rules and regulations may be amended from time to time at the discretion of the Board of Directors.

Dues, Late Charges and Fees

Monthly HOA dues are due the first day of each month and are considered late after 10 days.

- You can pay your dues on line through your Owner Portal Account. To access your account, go to www.PMPRealty.com and click on Community / HOA Log in.
- You can mail or bring your payment of check, money order or cashier's check, made payable to Garden Acres Townhomes South Condominium, to PMP Realty, LLC office.
- Payments not received by the 10th day of the month will have a \$25.00 late fee assessed to your account. Any "insufficient funds" payment will be assessed a late fee, a \$20.00 NSF charge, and that form of payment may no longer be accepted.
- Collection of the outstanding balance will be pursuant to the Garden Acres Townhomes South Condominium Association Policies, Policy #7 Procedures for Collections.

Insurance

Each Owner of an owner-occupied condominium unit shall purchase a condominium unit owner's policy (HO-6) or its equivalent for all of such owner's personal property and household goods located within Owner's residence. The policy shall also insure any and all improvements or betterments made to the residence's interior unfinished surfaces of its perimeter walls, floors and ceiling by current owner, together with providing personal liability coverage. Each Owner of a non-owner-occupied condominium residence shall purchase a condominium owner's rental liability policy or its equivalent. Each Owner shall be responsible for all damage to any other residences or to the Common Elements including the Limited Common Elements resulting from his or her failure or negligence. Owners are strongly encouraged to talk with their insurance agent and add a Loss Assessment endorsement to their policy.

The HOA insurance requires:

- All individual homeowners are to make sure there is a carbon monoxide and smoke detector installed in their unit. The individual owner is responsible for the routine maintenance, testing and replacement of these.
- All grills when in use are to be used a minimum of 10' away from the building and garage.

Parking

- No commercial vehicles or trailers of any kind shall be parked on the community except while temporarily engaged in transport to or from a condominium unit.
- No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Community except in emergencies. Abandoned or inoperable vehicles are defined as a vehicle which is not driven under its own propulsion for a period of one week or longer, does not have installed within it an operable propulsion system, has expired tags, flat tires or broken windows.
- Residents are prohibited from using the Associations parking areas for vehicle repairs.
- Any vehicle that is parked or stored in the Common Areas in violation of this policy may be towed from the property and impounded at the vehicle owner's expense.

Patios and Balconies

- The patios and fences around the patio area are to be maintained by the individual owner.
- Patio and fenced areas are not to be used for storage. Any plantings in this area are to be maintained by the unit owner and need to remain inside the area and not cause damage to the exterior of the building.

Pets

- Dogs, cats or other customary household pets may be allowed in Condominium Residences occupied by Owners and/or immediate family, NOT RENTERS, so long as they are not raised, bred or maintained for any commercial purpose and are not kept in such number or in such manner as to create a nuisance or inconvenience to any residents. Qualified service animals are permitted for renters with disabilities.
- Dogs shall not run at large on the property but shall be on a leash at all times when outside of the unit. Dogs must always be accompanied by their owners when outside the residence.
- Household pets shall not litter the Association property and the owner shall be responsible for the immediate removal and disposal of all pet waste.
- Household pets shall not be allowed to create a nuisance by barking, howling, yelping, or otherwise causing an inconvenience to residents.
- Reimbursement for damages caused by such pets and costs incurred by the Association, to include attorney's fees and costs, in the removal of a pet or pets from the Community or incurred by the Association in cleanup after such pet may be levied against such pet's owner.
- The Board, may at their discretion, make an exception and allow a tenant to have a pet. Homeowner would need to submit a request for the exception, receive written approval, and pay a \$25.00 per month pet fee, prior to the pet residing at the unit.

Residential Use and Lease

No residence shall be used for any purpose other than single-family residential.

- If Owners chose to rent their unit, they must provide PMP Realty LLC with their new contact information and management company information if applicable.
- All leases must be for the entire residence and made subject to the provisions of the governing documents for the association.
- Leases must be for the entire residence and not for a term of less than 30 days. No transient or hotel purposes are allowed.
- All owners are responsible for providing their tenants with a copy of the rules and regulations. Owners are responsible for the behavior and acts of their tenants. Any violations resulting in fines will be assessed to the Owner.

Doors, Windows and Screens

Repair, replacement, and maintenance of each unit's doors, window, and screens are the responsibility of each Owner. They must be repaired or replaced when they are damaged as quickly as possible. Any window replacements must match what is currently there to create continuity of color throughout. Replacements or the addition of new storm doors, front doors, patio doors and windows/screens must be approved by the HOA and must maintain the existing theme. Window coverings shall be blinds or verticals in colors of white or almond made of vinyl, aluminum, fabric or painted wood. A white or almond drapery or drapery liner that does not permit color to show through can also be installed. Nothing shall be placed on or in windows or doors which would or might create an unsightly appearance.

Alterations or Improvements

Nothing shall be altered, constructed, or removed from the common elements nor shall structural alterations to any unit, or patio be made (including plumbing, electrical or similar work) by any Owner without the prior written consent of the HOA.

- Examples of changes which require Board approval include but are not limited to, exterior painting, lighting, attachments to decks, patios, or privacy walls, modifications to doors or windows, satellite dishes and antennas, swamp coolers or air conditioning units and screen doors.
- For any changes to be made, a modification request form including drawings, diagrams and pictures must be submitted to PMP Realty LLC for review by the Board of Directors. Homeowners are responsible for any installation permits, insurance and safety requirements for the modifications.
- The HOA will review all requests, but permission does not have to be given. Owners will be responsible for any damage to HOA property upon installation or removal of the item.

Nuisances and Personal Conduct

- No offensive action shall be carried on within the Condominium Community, nor shall anything be done or kept which may be or become an annoyance or nuisance to the neighborhood or detract from its value. No activity shall be conducted on any part of the Condominium Community that is or might be unsafe or hazardous to any person. All rubbish, trash or garbage shall be removed and shall not be allowed to accumulate.
- Residents, tenants and guests should make every effort to be considerate of all residents. We request thoughtfulness and good judgment is used in controlling noise. Sound equipment should be kept at a level that is relatively inaudible outside of a unit.

Miscellaneous

- Please report any repairs or damage to the buildings, grounds, equipment or fixtures on the property, even if you think someone else has already done so, to PMP Realty LLC.
- There shall be no obstruction of the common elements, nor shall anything be stored on any part of the common elements without the prior written consent of the Board of Directors.
- No Owner shall modify, alter, repair, decorate, redecorate, or improve the exterior of any unit or any common area without the express written approval of the Board of Directors.
- Nothing shall be done or kept in any unit or in the common areas which would be in violation of any statute, ordinance, regulations or other validly imposed requirement of any governmental body.
- No signs, advertising signs of any nature, or flags shall be erected or maintained on any part of the common area. One sign or flag may be placed inside provided it is professionally made, must be conservative in color and style (no neon colors), not be illuminated, is in good repair (not frayed, damaged or tattered condition), and not exceed 24" x 18".

Violation Procedure

Violations of the governing documents of Garden Acres Townhomes South Condominium Association can result in fines being imposed upon the Owner pursuant to the Garden Acres Townhomes South Condominium Association Policies, Policy #6 Enforcement of the Rules & Regulations and Covenants. Owners are responsible for violations made by them, tenants or guests and will be held liable for any costs incurred due to the violations. Failure to pay fines will result in the Association taking collection actions pursuant to Policy #7 Procedures for Collections.

Covenant Enforcement Fine Schedule

- **First Offense:** Courtesy Letter. A Courtesy Letter is sent to the Owner identifying the violation and stating they have 14 days to correct the violation. If after 14 days, the violation is not corrected it is upgraded to a second offense.
- **Second Offense (Same Violation):** Continued Violation Letter. A Continued Violation Letter is sent to the Owner identifying the violation has not been corrected and stating they have 14 days to correct the violation, submit a written dispute that includes a reasonable explanation for the dispute or request a hearing in writing and includes a warning of a fine. If after 14 days, the violation is not corrected and the Owner fails to do one of the three listed actions, the violation is upgraded to a third offense.
- **Third Offense (Same Violation):** Continued Violation Letter is sent to the Owner identifying the violation has not been corrected, assessed a \$25.00 fine plus any cost for damages and warning of additional fines. If after 14 days, the violation is not corrected it is upgraded to a fourth offense.
- **Fourth Offense (Same Violation):** Continued Violation Letter is sent to the Owner identifying the violation has not been corrected, assessing a \$50.00 fine plus any cost for damages and warning of additional fines. If after 14 days, the violation is not corrected it is upgraded to a repeat violation.
- **Repeat Violations:** Each repeat violation will be assessed a \$100.00 fine plus any cost for any damages and the Owner is given 14 days to correct the violation.
- Each violation will have a violation timer. This violation timer will be used to track repeated offenses and will only reset if there are no repeated violations for one calendar year.